

# **EXHIBIT B**

**CAUSE NO. 2016-61961**

<b>EXPERIENCE INFUSION CENTER, LLC,</b>	§	<b>IN THE DISTRICT COURT OF</b>
	§	
<b>Plaintiff,</b>	§	
	§	
<b>V.</b>	§	
	§	<b>HARRIS COUNTY, TEXAS</b>
	§	
<b>TEXAS HEALTH + AETNA INSURANCE</b>	§	
<b>HOLDING COMPANY, LLC</b>	§	
	§	
<b>Defendant.</b>	§	<b>334TH JUDICIAL DISTRICT</b>

**DEFENDANT'S ORIGINAL ANSWER**

Defendant Texas Health + Aetna Health Insurance Holding Company, LLC (“Defendant”)<sup>1</sup> files this Original Answer in response to the Original Petition (the “Petition”) filed by Plaintiff Experience Infusion Center, LLC (“Plaintiff”).

**Verified Denial**

Pursuant to Texas Rule of Civil Procedure 93, Defendant denies that it is liable in the capacity sued because Defendant did not administer or reimburse any medical claims for the patient at issue.

Additionally, pursuant to Texas Rules of Civil Procedure 93 and 185, Defendant specially denies that it is liable for Plaintiff’s Suit on Sworn Account because Defendant did not administer or reimburse any medical claims for the patient at issue and therefore there is no sworn account upon which Defendant can be liable.

**General Denial**

Defendant asserts a general denial pursuant to Texas Rule of Civil Procedure 92, reserving the right to amend its pleadings subsequently to present its special exceptions to

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<sup>1</sup> Defendant was improperly named as Texas Health + Aetna Insurance Holding Company, LLC.

Plaintiff's Original Petition, its affirmative defenses, special denials, other pleas and defenses, and its own respective claims.

WHEREFORE, PREMISES CONSIDERED, Defendant prays that the Court enter judgment that Plaintiff take nothing, and that Defendant be awarded its costs of court and such other and further relief to which it may be justly entitled.

Respectfully submitted,

By: /s/ Mitchell A. Reid

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**ATTORNEYS FOR DEFENDANT  
TEXAS HEALTH + AETNA HEALTH  
INSURANCE HOLDING COMPANY, LLC**

**CERTIFICATE OF SERVICE**

I hereby certify that on October 21, 2016 a true and correct copy of the foregoing document has been e-served on the following counsel of record, addressed as follows:

John V. Mastriani  
Christopher M. Thornhill  
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/s/ Mitchell A. Reid  
Mitchell A. Reid

**AFFIDAVIT OF ANTONIO A. SIMAO**

**STATE OF PENNSYLVANIA**                   §  
   §  
**COUNTY OF LEHIGH**                   §

BEFORE ME, the undersigned authority, personally appeared Antonio A. Simao, known to me to be the person whose name is subscribed below and, after being duly sworn, upon his oath, did depose and state as follows:

1. My name is Antonio A. Simao. I am over the age of 18 years, and am fully competent and authorized to make and give this Affidavit.

2. I am a Plan Sponsor Liaison for Aetna. In that capacity, I have personal knowledge of Aetna's plans and policies as well as the administrative services provided by Aetna to employer-sponsored health plans. The statements contained in this affidavit are based on my personal knowledge and upon the business records of Aetna Life Insurance Company ("ALIC"), and are true and correct.

3. ALIC's records reflect that the patient identified in paragraphs 7 and 8 of Plaintiff's Original Petition and Request for Disclosure ("Patient") was, at times relevant to this lawsuit, eligible for benefits for covered medical services available under a self-funded healthcare plan ("Plan") established and maintained by Manpower, Inc. Pursuant to the terms of and Administrative Services Agreement between ALIC and Manpower, Inc. ("ASA"), ALIC is the Aetna-affiliate that provides third-party claims administrative services to the Plan, such as, *inter alia*, processing and adjudicating claims for benefits in accordance with Plan terms, providing eligibility and benefits information through customer services, and providing pre-certification of medically necessary services under the Plan.

4. Texas Health + Aetna Health Insurance Holding Company, LLC is a separate entity from ALIC. Texas Health + Aetna Health Insurance Holding Company, LLC was not a

party to the ASA and did not provide any services, administrative or otherwise, with regard to the agreement between ALIC and Manpower, Inc. Additionally, Texas Health + Aetna Health Insurance Holding Company, LLC had no involvement in the administration of the Plan and/or any medical claims for the Patient identified in Plaintiff's Original Petition.

5. As a third-party claims administrator, ALIC does not fund benefits payable under the Plan. Instead, benefits payable for covered medical services under the Plan are paid out of the employer's funds and are not insured by either ALIC or Texas Health + Aetna Health Insurance Holding Company, LLC.

6. I have reviewed Defendant Texas Health + Aetna Health Insurance Holding Company, LLC's Verified Denial in Defendant's Original Answer to Plaintiff's Original Petition and the factual matters are true and correct.

Further Affiant sayeth not.



ANTONIO A. SIMAO

SWORN TO AND SUBSCRIBED BEFORE ME this 20 day of October, 2016.



Notary Public in and for  
the Commonwealth of Pennsylvania  
*Lehigh City*

